

CONTRACT NAME: AGREEMENT BETWEEN AT&T AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: The contract with AT&T, in conjunction with an E-Rate Rider for discounted pricing, will provide a managed service for intra-district and internet data connections between all DJUSD schools and administrative locations. The Board of Education approved the acceptance of the AT&T Wide Area Network (WAN) bid proposal on March 15, 2018, instructing staff to fully execute this contract with AT&T and submit Form 471 for E-Rate funding.



**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

AT&T MA Reference No. _____
AT&T ContractID No. ASET8KWW8


Customer	AT&T
DAVIS JOINT UNIFIED SD Street Address: 526 B Street City: Davis State/Province: CA Zip Code: 95616 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Marcia Bernard Title: Director of Instructional Technology and Learning Street Address: 526 B Street City: Davis State/Province: CA Zip Code: 95616 Country: USA Telephone: 530-757-5300 Email: mbernard@djuds.net	Name: Christine Esguerra Street Address: 2700 Watt Avenue City: Sacramento State/Province: CA Zip Code: 95821 Country: USA Telephone: 916-717-9439 Email: ce6114@att.com Sales/Branch Manager: Holly Tripp SCVP Name: Alex Parker Sales Strata: NSLED Sales Region: West <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: USA Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: _____
Printed or Typed Name: Bruce E. Colby	Printed or Typed Name: _____
Title: Chief Business Officer	Title: _____
Date: 3-21-2018	Date: _____

For AT&T internal use only:

Contract Ordering and Billing Number (CNUM): _____

WK# - TCAL and ILEC Intrastate - TBD	For AT&T Administrative Use Only
Please sign by August 11, 2017	Pricing Schedule No. _____
	Original Effective Date: _____
	Effective Date of Amendment: _____

**Amendment to Pricing Schedule for AT&T Switched Ethernet Service
Provided Pursuant To Custom Terms**

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM
----------------	--

Service Provider(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T California	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All quantities of Service Components (excluding CIR/CoS) listed in Section A-1 of Attachment A	50% plus any unpaid or waived non-recurring charges and, if AT&T installs Customer Premises Support Structure facilities for AT&T Switched Ethernet Service at any site, an additional \$9,200 for such site to recover facility costs	Until end of Pricing Schedule Term

*Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

ROME SR#: 1-88C12NK SI0833 03.21.18 RLR #: 891295.6	AT&T and Customer Confidential Information	ase_ILEC_ICB_ps_intrastate v.10.18.17v9
--	---	---

WK# - TCAL and ILEC Intrastate - TBD	For AT&T Administrative Use Only
Please sign by August 11, 2017	Pricing Schedule No. _____
	Original Effective Date: _____
	Effective Date of Amendment: _____

**Amendment to Pricing Schedule for AT&T Switched Ethernet Service
Provided Pursuant To Custom Terms**

4.2 Moves

Per applicable Service Publication

4.3 Upgrades

- 4.3.1** Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

7. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

7.1 Accelerated Discount

	Accelerated Discount	Liability upon early termination of any Service Component
Special Construction Charges Discount	\$228,742.54	100% of the accelerated discount divided by the number of months in the Pricing Schedule Term multiplied by the number of months remaining in the Pricing Schedule Term at date of termination

WK# - TCAL and ILEC - Intrastate - TBD	For AT&T Administrative Use Only
Please sign by December 30, 2018	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A – CALIFORNIA

RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION

Davis Joint USD

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 10 Gig / Basic / EYQGX	18	0	\$ 750.00	\$ 13,500.00	\$ 15,750.00	\$ 0.00	\$ 0.00
2000Mb CIR / Business Critical Medium- Basic Only / R61BX	18	0	\$ 150.00	\$ 2,700.00	\$ 150.00	\$ 0.00	\$ 0.00
1000Mb CIR / Business Critical Medium- Basic Only / R6EZX	0	0	\$ 350.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
5000Mb CIR / Business Critical Medium- Basic Only / R61HX	0	0	\$ 750.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$16,200.00			\$0.00
<p>*If the standard NRC exceeds the billed NRC, the difference has been waived.</p> <p>Charges for special construction, if needed, may also apply.</p> <p>Prices for AT&T Switched Ethernet Service include any required Customer Premises Support Structure.</p> <p>If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Pricing Schedule Term or if no such EPP term exists then the next shorter EPP term.</p>							

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

WK# - TCAL and ILEC - Intrastate - TBD Please sign by December 30, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
--	--

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

A-3 Initial New and Existing Sites and Service Configuration

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address, City, State	New or Existing Service	Service Provider
1	1207 SYCAMORE LN, DAVIS, CA 95616	New	ATT California
2	1400 E 8TH, DAVIS, CA 95616	New	ATT California
3	1919 5TH, DAVIS, CA 95616	New	ATT California
4	635 B, DAVIS, CA 95616	New	ATT California
5	26960 COUNTY ROAD 96, DAVIS, CA 95616	New	ATT California
6	5215 HAMEL, DAVIS, CA 95618	New	ATT California
7	2222 SHASTA DR, DAVIS, CA 95616	New	ATT California
8	555 E 14TH, DAVIS, CA 95616	New	ATT California
9	1441 DANBURY, DAVIS, CA 95618	New	ATT California
10	1220 DREXEL DR, DAVIS, CA 95618	New	ATT California
11	3100 LOYOLA DR, DAVIS, CA 95618	New	ATT California
12	2121 CALAVERAS AV, DAVIS, CA 95616	New	ATT California
13	4000 E. Covell Blvd, DAVIS, CA 95618	New	ATT California
14	526 B, DAVIS, CA 95616	New	ATT California
15	1220 Drexel Drive, DAVIS, CA 95616	New	ATT California
16	315 W 14TH, DAVIS, CA 95616	New	ATT California
17	1221 ANDERSON RD, DAVIS, CA 95616	New	ATT California
18	1600 BIRCH LN, DAVIS, CA 95618	New	ATT California

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
2	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
3	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
4	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
5	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
6	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
7	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
8	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
9	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A

WK# - TCAL and ILEC - Intrastate - TBD	For AT&T Administrative Use Only
Please sign by December 30, 2018	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
10	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
11	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
12	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
13	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
14	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
15	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
16	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
17	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A
18	10 Gbps Basic	2000 Mbps	Bus. Critical - Med.	N/A

Table 3 – Features associated with Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A	N/A
8	N/A	N/A	N/A	N/A	N/A
9	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A
13	N/A	N/A	N/A	N/A	N/A
14	N/A	N/A	N/A	N/A	N/A
15	N/A	N/A	N/A	N/A	N/A
16	N/A	N/A	N/A	N/A	N/A
17	N/A	N/A	N/A	N/A	N/A
18	N/A	N/A	N/A	N/A	N/A

End of Document



E-Rate Rider

ATTACHMENT TO AT&T Switched Ethernet ("Agreement") FOR AT&T Corp.

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-Rate") FUNDING

This Attachment ("Attachment"), entered into by **AT&T Corp.** [Insert name of AT&T affiliate] ("AT&T") and Davis Joint Unified School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

This Attachment provides additional terms and conditions that apply if and when the Customer obtains an end-to-end solution involving the use of terminating equipment ("Equipment"). If called for in the applicable Statement of Work, this Attachment also provides additional terms and conditions for the installation of conduit pathway support structure ("CPSS" or "Facilities") installed by AT&T in order to bring Service to Customer's demarcation point.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. AT&T will provide Services and Service Components only as approved by the USAC/SLD and may suspend activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
4. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services;

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring, and/or special construction charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

6. Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may delay, or not approve funding. The Services term begins on the latter of July 1 or installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contractor tariff), this termination right applies only to the first year of the multi-year agreement.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

7. AT&T Owned Equipment - General Terms and Conditions

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises"). Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation associated with the delivery of the underlying Service. The Equipment is owned by AT&T. Ownership of the Equipment will not transfer to the Customer in the future, and neither the Master Agreement nor this Attachment includes an option to purchase the Equipment. The Equipment shall not be used by Customer for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain such Equipment and such additional, supplemental or replacement equipment as AT&T may from time to time deem necessary or desirable for the provision of services contemplated by the Service Agreement within the Premises at such locations as mutually agreed by the parties at the time of installation, for so long as AT&T is providing the Services.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, operating, maintaining, repairing and replacing such Equipment. All Equipment brought onto the Premises by AT&T will be deemed the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer shall have no right to or interest in such Equipment. Customer has no right to exclusive use of the Equipment, and AT&T may use the Equipment to provide service to another customer.
- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents. The Equipment will be provided at the prices set forth in the attached Statement of Work.
- Agrees to notify AT&T of any and all issues arising out of or related to such Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the equipment and their location.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of such equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of such equipment from the Premises at any time after the termination of the Service.

Additionally, overall SLD program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage – E-Rate Category 1 Funding

Please note that there are some important Customer obligation areas to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment and the location of the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit by an authorized AT&T Engineer. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-Rate Category 1 (C1) funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environments should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

D. POWER - GROUND - Customer will need to provide permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.

Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.

Site specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing conduit and/or other conduit pathway support structures ("CPSS" or "Facilities") on the Customer's premises (the "Premises"). Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work associated with the delivery of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate -- in accordance with the designs agreed to within the Statement of Work, Scope of Work, or other documents, approved by the parties in connection with this project -- such Facilities and such additional or replacement Facilities as AT&T may from time to time deem necessary or desirable for the provision of the Services contemplated by the Service Agreement.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, repairing and replacing such Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, will be deemed the property of Customer.
- Confirms that once the Facilities are installed, the Customer shall be responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the Facilities and the location of such Facilities.
- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of \$9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS). All early termination charges, plus recovery of entrance facility costs, shall not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

Terms Applicable to CALNET customers with the following services:

If purchasing this Service under a Calnet contract, the following terms shall apply:

- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS).
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer Site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred, up through the date of cancellation associated with providing EFC, regardless of whether the construction thereof has been completed.

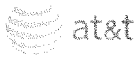
10. USAC Invoicing Method

AT&T will follow Service Provider invoicing requirements for the E-Rate Program, and will accommodate either the Service Provider Invoice Form ("SPI") - Form 474 - or Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered.

- a. SPI - Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer shall NO LATER THAN 120 days prior to their Last Date to Invoice notify AT&T of its SPI

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

election, provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer understands and agrees that invoices are due and payable in full by their stated due date unless and until these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See:

<http://usac.org/sl/applicants/step06/default.aspx>.

b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.


11. Reimbursement of USAC/SLD

Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC/SLD (i) seeks recovery from AT&T for disbursed E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds requests (other than as the result of AT&T's failure to comply with the E-Rate requirements), then AT&T shall reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer shall (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC/SLD, each within ninety (90) days of notice from USAC/SLD. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC/SLD does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By:
Name: Bruce E. Colby	Name:
Title: Chief Business Officer	Title:
Date: 3-21-2018	Date:

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.